

73.29722

Section: 21

Township: 2
Range: 8

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1040 PAGE 604
DATE OF CANCELLATION: October 1998

AFTER RECORDING 5th DAY OF
PLEASE RETURN TO: W. E. Davis
TMI FINANCIAL, INC.
8582 KATY FREEWAY, STE 202
HOUSTON, TX 77024

STATE MS.-DESOTO CO. FILED
JAN 30 2 05 PM '95
LAND DEED OF TRUST

BOOK 745 PAGE 646

BK 745 PG 646
W.E. DAVIS CH. CLK.

THIS INDENTURE, made and entered into this day by and between

NATHAN & HEARLIE HARDRICK

whose address is

2165 TULANE, NESEITT, MS 38651

, as Grantor (herein designated as "Debtor"). and James N. Isaacs,
8582 Katy Freeway, Suite 202, Houston, Texas 77024 as Trustee, and
U.S. BUILDING & REMODELING INC.

(herein designated as "Secured Party") of MEMPHIS, as Beneficiary

WHEREAS, Debtor is indebted to Secured Party in the full sum of SEVENTEEN THOUSAND EIGHT
HUNDRED FORTY-FOUR DOLLARS & 00/100 Dollars (\$17,844.00) evidenced by a
Retail Installment Contract (the "Contract") in favor of Secured Party, bearing interest at
the rate specified in the Contract providing for payment of attorney's fees for collection
if not paid according to the terms thereof and being due and payable in 120 successive
monthly installments of \$ 148.70 each, commencing 30 days after the Disbursement Date
set forth in the Contract.

WHEREAS, Debtor desires to secure prompt payment of the indebtedness described above
according to its terms and any extensions thereof, herein after referred to as the
"Indebtedness".

NOW THEREFORE, In consideration of the existing and future Indebtedness herein recited,
Debtor hereby conveys and warrants unto Trustee the land described below situated in the
City of NESEITT County of DESOTO State of Mississippi:
SEE EXHIBIT "A".

Monogram Home Equity Corp
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate TR BOOK
NO. 881 PAGE 8
THIS THE 13 DAY OF Jan, 1997

The First Natl Bank of Keokuk
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate TR BOOK
NO. 881 PAGE 9
THIS THE 13 DAY OF Jan, 1997

which has the address of 2165 TULANE, NESEITT, MS 38651
Mississippi

TOGETHER with all improvements now or hereafter erected on the Property, and all easements, rights,
appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed
of Trust; and all of the foregoing, together with said property for the leasehold estate if this Deed of Trust is
on a leasehold) are hereinafter referred to as the "Property".

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all indebtedness due by Debtor to Secured
Party under the provisions of this Deed of Trust. If debtor shall pay said indebtedness promptly when due shall
perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in
default as provided in Paragraph 6 then, in that event, the entire indebtedness, together with all interest accrued
thereon, shall at the option of Secured Party, be and become at once due and payable without notice to Debtor and
Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof to satisfy the
indebtedness at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three
consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if
none is so published, then in a newspaper having general circulation therein, and by posting a notice for the
same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the
original debtors in this Deed of Trust. Trustee may offer the Property herein conveyed as a whole, regardless of
how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county,
Trustee shall have full power to select in which county or judicial district, the sale of the Property is to be
made, newspaper advertisement published and notice of sale posted and Trustee's selection shall be binding upon
Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association then any officer
thereof may declare Debtor to be in default as provided in Paragraph 6 and request Trustee to sell the Property.
Secured Party shall have the same right to purchase the Property at the foreclosure as would a purchaser who is not
a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation
to Trustee; then the indebtedness due Secured Party by Debtor, accrued including interest and attorney's fees due
for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations, and conditions set forth
below which shall be binding upon all parties hereto.

1. If required by Secured Party, Debtor shall keep all improvements on the land herein conveyed insured
against fire, all hazards included within the term "extended coverage", flood and such other hazards as Secured
Party may reasonably require for the benefit of Secured Party. Debtor shall promptly pay all premiums charged for
such insurance. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the
obligation, to pay such premium.

2. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the
interest if Trustee or Secured Party therein, during the term of the Deed of Trust before such taxes or assessments
become delinquent. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the
right, but not the obligation, to make these payments.

3. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or
deterioration thereof. Debtor shall use the Property for lawful purpose only. Secured Party may make or arrange
to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection
specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right
but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable
opportunity to make the repairs.

4. Any sums advanced by Secured Party for insurance, taxes, or repairs shall be secured by this Deed of
Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at
the rate specified in the Contract representing the primary indebtedness, within thirty days following written
demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and
repair costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

5. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding
(a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation
of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not
containing an option to purchase, Secured Party may declare all the indebtedness to be immediately due and payable.
Secured Party shall be deemed to have waived such option to accelerate if prior or subsequent to the sale or
EPC-MISS. (1992)

Empire Surety Corp
Real estate TR BOOK
771 289
13 July 95
W. E. Davis
By: m. Taylor D.C.

TMI Financial Inc.
Assignment of this Instrument recorded in
771 291
13 July 95
W. E. Davis
By: m. Taylor D.C.

transfer. Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest in satisfactory to Secured Party and that the successor in interest will assume the indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied and if Secured Party elects not to exercise such option then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

6. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

7. Secured Party may at any time, without giving formal notice to the original or any successor Trustee or to Debtor and without regard to the willingness or inability of any such Trustee to execute this trust appoint another person or succession of persons to act as Trustees, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

8. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

9. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 5. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires the singular shall include the plural and the plural the singular. Notice required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 18th day of November 19 94.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Debtor and Secured Party request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Secured Party at Secured Party's address set forth on page one of this Deed of Trust or if assigned to Assignee at the address shown on the assignment.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust,

Nathan Hardrick
Debtor NATHAN HARDRICK
Pearlie Hardrick
Debtor PEARLIE HARDRICK

STATE OF MISSISSIPPI, Shelby County ss:

In this 7th day of December, 19 94 personally appeared before me the undersigned authority in and for said County and State the within named _____

_____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My commission Expires: April 18, 1998

Darnelle Braswell
Notary Public Darnelle Braswell

ASSIGNMENT

For value recieved this Deed of Trust is hereby transferred and assigned to Empire Funding Corp.

This 7th day of December, 19 94

U.S. BUILDING & REMODELING INC.

BY: Gary Hood

ASSIGNMENT

For value received this Deed of Trust is hereby transferred and assigned to TMI Financial, Inc., 8582 Katy Freeway, Suite 202, Harris County, Houston, Texas 77024.

This _____ day of _____, 19 _____

By: _____

73-29722

ASSIGNMENT OF DEED OF TRUST/MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

BOOK 745 PAGE 648

That the undersigned mortgagee/beneficiary (hereinafter "assignor"), for legally sufficient consideration, does hereby grant, sell, assign, transfer, set over and convey to Empire Funding Corp., 8582 Katy Freeway, Suite 200, Houston, Harris County, Texas 77024, all right, title and interest of the assignor in and to that certain Deed of Trust/Mortgage executed by _____ day of _____, 19____, in favor of the assignor dated the _____ day of _____, 19____, and encumbering upon and covering the following described real estate situated in _____ County, State of _____, to wit:

which said Deed of Trust/Mortgage is duly recorded in the book or record number _____ page _____ of the aforesaid county and state, together with all right, title and interest of the same and the property therein described.

ATTEST:

Secretary

(Seal)

Assignor

By:

(Title)

(Date)

(INDIVIDUAL ACKNOWLEDGEMENT)

State of _____, County of _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

My commission expires: _____

(Seal)

Notary Public

(CORPORATION ACKNOWLEDGEMENT)

State of _____, County of _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ in his capacity as _____ President on behalf of the _____ corporation, _____.

My commission expires: _____

(Seal)

Notary Public

Return Recorded Documents To:
EMPIRE FUNDING CORP.
5000 Plaza On The Lake #100
Austin, Tx 78746

ASSIGNMENT

For value received, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Empire Funding Corp. as assignor whose address is set forth above does hereby grant, sell, assign, transfer, set over and convey to TMI Financial, Inc. whose address is 5000 Plaza on the Lake Ste 100, Austin, Texas 78746, all right, title and interest of assignor in and to the above and foregoing Deed or Trust/Mortgage, the indebtedness secured thereby, the contract evidencing the same and the property described therein.

Empire Funding Corp.

By:

Hank R. Dudek
Asst. Vice President

State of Georgia, County of DeKalb)SS

The foregoing instrument was acknowledged before me this 29th day of December, 1994, by Hank R. Dudek, Asst. Vice President of Empire funding Corp. an Oklahoma Corporation, on behalf of the Corporation.

My commission expires: _____

(Seal)

Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires October 23, 1998

Exhibit A

73-29722

BOOK 745 PAGE 649

One (1) acre in the South Half of the Southeast Quarter of Section 21, Township 2, Range 8, more particularly described as follows:

BEGINNING at an iron pin set in the South line of the Williams property (also said to be the north line of the South half of the Southeast Quarter of said Section 21) a distance of 947.52 feet Southwestwardly from a bolt set in the centerline of Tulane Road (said bolt being a distance of 1359.73 feet Northwestwardly from a P.K. nail found at the intersection of the centerline of Nesbit Road and Tulane Road; thence South 73 degrees 09' 14" West along the South line of said Williams property a distance of 207.48 feet to an iron pin set at a Northeast corner of the Grooms property; thence South 15 degrees 34' 59" East along an East line of the Grooms property and being parallel with the centerline of Tulane Road a distance of 210.00 feet to a fence post; thence North 73 degrees 09' 14" East along a North line of the Grooms property a distance of 207.48 feet to an iron pin; thence North 15 degrees 34' 59" West parallel with the centerline of Tulane Road a distance of 210.00 feet to the point of beginning and containing 1.00 acres, more or less.

ALSO an easement for ingress and egress to the above described 1.00 acres, described as BEGINNING at Tulane Road a distance of 1359.73 feet Northwardly from the intersection of Nesbit Road and Tulane Road; thence following an existing gravel drive Westwardly near the South line of said William property 630 feet to the Richmond property; thence South along the East line of the Richmond property 210 feet to the South line of the Richmond property; thence West along the South line of the Richmond property 317.52 feet to the Southeast corner of the above described 1.00 acres, said easement being 10 feet in width across the Whitley and Askew lots and 30 feet wide across the lot owned by the Grantors.

This being the same property conveyed to Nathan Hardrick and his wife, Pearl Hardrick, as tenants by the entirety with the right of survivorship and not as tenants in common, from Minnie Pearl Richmond, a widow, and Charles Richmond, Robert Lee Richmond, Gloria R. Bowles, Juanita R. Harper, Alvin Richmond, Adelaide R. Harris and Betty Ann Richmond, by deed dated November 3, 1982, recorded November 3, 1982 in Book 162, Page 139, recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel # 2085-2100.0-00022.01

Property also known as: 2165 Tulane, Nesbitt, Mississippi